

BOROUGH OF FREEHOLD

AND

FREEHOLD BOROUGH P.B.A., LOCAL #159

AGREEMENT

JANUARY 1, 2018 - DECEMBER 31, 2021

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## PREAMBLE

This Agreement, made by and between the Borough of Freehold, in the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereinafter called "the Borough"), and Freehold Borough Police Benevolent Association, Local #159, (hereinafter called "the Association"), represents the complete and final understanding between the Borough and the Association.

## ARTICLE I: RECOGNITION OF ASSOCIATION

The Borough recognizes the Association during the term of this Agreement as the exclusive representative of the Freehold Borough Police Department up to and including the rank of Sergeant and further excluding confidential employees.

## ARTICLE II: PURPOSE OF AGREEMENT

### SECTION 1:

It is the intent and purpose of the parties hereto that this Agreement cover rates of pay, hours of work, and conditions of employment.

### SECTION 2:

It is recognized that by granting the benefits contained herein, the Borough is adding greatly to the cost of operation and increasing the burden upon the taxpayers of the Municipality. This Agreement, therefore, is made with the understanding that the Association and its members will continue to cooperate with the Borough in promoting better efficiency and more production per manhour. It is further recognized that the successful operation of the Municipality can be assured only through the cooperation of the parties hereto.

### SECTION 3:

In consideration of the obligations assumed by the Borough of this Agreement, the Association recognizes its responsibilities to secure and sustain maximum productivity and cooperation per employee during the term of this Agreement in order that the Borough may receive a fair return for the benefits and materials contained herein. It is further understood and agreed that the Borough will cooperate with the employees and the Association in order to assure that each of the parties hereto shall secure maximum benefits from the within Agreement and engage in a period of mutual cooperation.

## ARTICLE III: MANAGEMENT RIGHTS CLAUSE

It is recognized that the Borough has, and will continue to retain, the rights and responsibilities to direct the affairs of the Police Department in all its various aspects. Among the rights retained by the Borough are its rights to direct the working forces; to plan, direct, and control all the operations and services of the Department; to determine the methods, means, organization and personnel by which such operations and services are to be conducted; to contract for the subcontract-out services; to relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement, and that a grievance may be filed by the Association alleging such conflict.

## ARTICLE IV: EMPLOYEE RIGHTS

### SECTION 1:

The Borough and the Association agree not to discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

**SECTION 2:**

The Borough and the Association agree not to interfere with the rights of employees to become or not become members of the bargaining unit; and further, that there shall be no discrimination or coercion against any employees because of Association membership or non-membership.

**SECTION 3:**

No employee shall be disciplined without just cause.

**SECTION 4:**

All employees shall receive a copy of anything (other than confidential letters of reference) placed in his or her personnel file. The employee shall sign the file copy for the sole purpose of indicating receipt of a copy.

**ARTICLE V: GRIEVANCE PROCEDURE**

**SECTION 1: GENERAL**

In the operation of the Police Department, it is recognized that, on occasion, a complaint may arise between the Borough and the Association, or between the Borough or any one or more employees concerning interpretation, application or violation of policies, agreements, and administrative decisions affecting them. The Borough and the Association earnestly desire that such grievances be promptly settled so that the efficiency of the Department shall not be interrupted, and morale of the employees shall not be impaired. Accordingly, a procedure for grievance of any such complaints that may arise, which procedure will be kept informal, is outlined hereinafter.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter

informally with an appropriate member of the departmental supervisory staff and having the grievance adjusted without the intervention of the Association.

## **SECTION 2: PROCEDURE TO BE FOLLOWED**

The Association and the Borough specifically agree that the grievance procedure shall be the sole and exclusive method available for adjusting employee complaints, except such additional methods as are provided for in Civil Service Regulations affecting the job category for the employees who are affected by the within Agreement. Accordingly, the Association pledges that if any dispute arises under this Agreement, it shall be settled in the manner provided for in this Article, and pending such a settlement, all employees shall carry out their assignments as directed by the Borough and their supervisory officers.

If any employee should refuse to follow the settlement procedure herein, but rather takes some other action, except such action as is provided for in Civil Service Regulations, such other action shall constitute a violation of this Agreement, and shall make the employees and all other employees participating in such violation subject to disciplinary procedures at the discretion of the Borough, and subject to the provisions of the Civil Service Regulations. Any discharge or disciplinary action by the Borough or supervisory employee may be appealed by the employee or the Association in accordance with the grievance procedure. A complaint or grievance of any officer relating to conditions of work, if not otherwise provided for in law, rules, or regulations shall be settled in the following manner:

Step One: The aggrieved shall institute action under the provisions hereof within seven (7) calendar days after the event giving rise to the grievance. The action will be instituted by the grievant submitting a signed statement setting forth, in writing, a concise factual report of the grievance. An earnest effort shall be made to settle the differences between the aggrieved and the Lieutenant/Captain assigned to this duty at the time the grievance is filed for the purpose of resolving the matter informally. Failure to institute action within the said seven calendar day limitation may be extended upon presentation to the Borough of a physician's certificate attesting to the incapacity of the grievant to file within the prescribed time.

The Lieutenant/Captain shall make an effort to resolve the problem within a reasonable time, but shall render a decision in writing within seven (7) days after receipt of the grievance.

Step Two: If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within five (5) calendar days after the issuance of the written decision at the first step. The Chief, or his designee, shall set a meeting within five (5) calendar days after the request, or for such other time as is mutually agreeable. The Chief's answer to the second step shall be delivered, in writing, to the grievant and the Association within seven (7) calendar days after the meeting.

Step Three: If the aggrieved person is not satisfied with the handling or result of the grievance at the second step, he may, within five (5) calendar days, notify the Business Administrator or duly authorized designee that he/she wishes to have the Administrator rule on the aggrieved matter. A meeting shall be set within ten (10) days after the Business Administrator has received the request that he or she rule on the matter. The Business Administrator's or designee's decision shall be delivered, in writing, to the grievant and the Association within ten (10) calendar days after said meeting.

Step Four: Should the aggrieved person be dissatisfied with the decision of the Business Administrator, and if the grievance alleges a violation, misapplication or misinterpretation of the specific provisions of this Agreement, the Association may submit the dispute to final and binding arbitration pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission (PERC). The decision of the arbitrator shall be final and binding on all parties to the dispute. The arbitrator shall limit his decision to the issue submitted, and he shall be without power to add to, delete from, or modify the provisions of this Agreement.

### SECTION 3: REPRESENTATION

In using the grievance procedure established herein, an employee is entitled at each step to be represented by his Association representative or an attorney chosen by the Association or individual grievant, but not by both. However, both may be present.

#### SECTION 4: TIME LIMITS

Failure by the aggrieved or the Association to forward a grievance within the specified time limits shall terminate the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to advance to the next step.

#### ARTICLE VI: COMPENSATION/SALARY

##### I. Employees hired prior to January 1, 2012:

|           |         | 1.75%   | 1.75%   | 1.75%   | 1.75%   |
|-----------|---------|---------|---------|---------|---------|
|           | 2017    | 2018    | 2019    | 2020    | 2021    |
| Sergeant  | 120,759 | 127,872 | 130,110 | 132,387 | 134,704 |
| 1st Class | 111,998 | 117,958 | 120,022 | 122,123 | 124,260 |
| 2nd Class | 98,675  | 100,402 | 102,159 | 103,947 | 105,766 |
| 3rd Class | 92,096  | 93,708  | 95,348  | 97,016  | 98,714  |
| 4th Class | 82,771  | 84,220  | 85,693  | 87,193  | 88,719  |
| 5th Class | 72,344  | 73,610  | 74,898  | 76,209  | 77,543  |
| Rookie    | 45,756  | 46,557  | 47,371  | 48,200  | 49,044  |
| Academy   | 41,595  | 42,323  | 43,064  | 43,817  | 44,584  |



II. Employees hired subsequent to January 1, 2012:

|                   |         | 1.75%   | 1.75%   | 1.75%   | 1.75%   |
|-------------------|---------|---------|---------|---------|---------|
|                   | 2017    | 2018    | 2019    | 2020    | 2021    |
| Sergeant          | 120,759 | 127,872 | 130,110 | 132,387 | 134,704 |
| Step 15           | 111,998 | 117,958 | 120,022 | 122,123 | 124,260 |
| Step 14           | 111,998 | 113,958 | 115,952 | 117,981 | 120,046 |
| Step 13           | 108,685 | 110,587 | 112,522 | 114,491 | 116,495 |
| Step 12           | 105,374 | 107,218 | 109,094 | 111,004 | 112,946 |
| Step 11           | 102,062 | 103,848 | 105,665 | 107,515 | 109,396 |
| Step 10           | 94,334  | 95,985  | 97,665  | 99,374  | 101,113 |
| Step 9            | 86,606  | 88,122  | 89,664  | 91,233  | 92,829  |
| Step 8            | 78,878  | 80,258  | 81,663  | 83,092  | 84,546  |
| Step 7            | 71,150  | 72,395  | 73,662  | 74,951  | 76,263  |
| Step 6            | 63,422  | 64,532  | 65,661  | 66,810  | 67,979  |
| Step 5            | 60,937  | 62,003  | 63,088  | 64,193  | 65,316  |
| Step 4            | 53,209  | 54,140  | 55,088  | 56,052  | 57,033  |
| Step 3            | 50,725  | 51,613  | 52,516  | 53,435  | 54,370  |
| Step 2            | 48,240  | 49,084  | 49,943  | 50,817  | 51,706  |
| Rookie/<br>Step 1 | 45,756  | 46,557  | 47,371  | 48,200  | 49,044  |
| Academy           | 41,595  | 42,323  | 43,064  | 43,817  | 44,584  |

- B. Movements within grade will be based upon effective date of accession to rookie status.
- C. Holiday pay and longevity as a separate benefit no longer exists. The above-mentioned salary guide has been revised in a manner that incorporates the value of the benefit into the base wage.

## ARTICLE VII: PERSONAL DAYS

### SECTION 1:

The employees shall be granted four (4) personal days per year, noncumulative, and at regular pay. Employees hired after March 1, 2018 shall have (3) personal days per year, noncumulative, and at regular pay.

SECTION 2:

The personal days must be used within the calendar year and shall not be cumulative from year to year.

SECTION 3:

Personal days may be taken with planned vacation days, provided that requests are made in a manner that is consistent with current procedures.

SECTION 4:

Personal days may be used in (4) hour increments.

ARTICLE VIII: COMPENSATION

SECTION 1:

If, under the pressures of business, it is necessary that a sergeant be assigned to duties of a higher rank due to sickness, then that sergeant temporarily assigned to the higher rank, if he performs the services for a period of forty (40) consecutive hours or more, shall receive for such continued services, after said initial forty (40) hours, the pay of the higher rank for the period of such services up to seventy (70) days.

SECTION 2:

Whenever a sergeant is not on duty, the senior patrolman (Officer in Charge) shall be paid at the sergeant's rate of pay for that particular shift, provided the patrolman works as a supervisor for more than two (2) hours on that shift. In lieu of compensation, the Officer in Charge can opt for two (2) hours of compensatory time for a full shift. In other words, four (4) hours of Officer in Charge time would equate to one (1) hour of compensatory time.

## **ARTICLE IX: DETECTIVE INCREMENT**

### **SECTION 1:**

Any member permanently assigned as a Detective or Detective Sergeant shall receive additional compensation of one thousand dollars (\$1,000) per year added to their base salary.

As of January 1, 2019 the detective increment shall be (\$1,500) per year added to their base salary.

## **ARTICLE X: OVERTIME**

### **SECTION 1:**

The Borough has the right to schedule overtime work as required in a manner most advantageous to the Municipality and consistent with the requirements of the Borough and public interest.

### **SECTION 2:**

Overtime opportunities will be distributed as equally and practically among employees in the same classification, department, and shift.

### **SECTION 3:**

Time-and-a-half of the employee's regular rate of pay shall be paid for work under the following conditions:

- a. All work performed in excess of the regular work day of eight and one-half (8 ½) hours;
- b. All overtime work in excess of the employee's regularly scheduled days for the pay period;
- c. If an employee is called in especially for overtime work, he shall be entitled to compensation for not less than two (2) hours overtime pay.
- d. It is agreed that every effort will be made that Court appearances will be scheduled to avoid overtime work.

If such scheduling cannot be made and overtime work is required by reason of a Court appearance, the employee shall be compensated overtime pay for such appearance

for actual time worked, and paragraph (c) herein shall not apply.

#### Section 4:

In instances where the regularly scheduled Sergeant or officer in charge of a patrol shift becomes unavailable due to illness or otherwise and such unavailability leaves a shift undermanned requiring the services of a supervisor, the right of first refusal for the resulting overtime shall be offered in the following order:

1. Sergeants; 2. Lieutenants and Captains including Administration; 3. Patrol officer

#### SECTION 5: COMPENSATORY TIME OFF

1. An officer can request compensatory time off in lieu of receiving overtime pay. Compensatory time will be earned at the rate of one and one-half hours (1 ½) for every extra duty worked. An officer cannot accumulate more than forty (40) hours of compensatory time at any time, unless specific authorization is received from the Chief of Police. There shall be no time limit within which an employee has to use any of the forty (40) hours of accumulated compensatory time. An employee can require payment for all compensatory time in excess of forty (40) hours.
2. The borough reserves the right to analyze compensatory time on a quarterly basis and issue payments for compensatory time accrued over 40 hours at its discretion. If the Borough intends to issue payments for compensatory time at least one week notice shall be given to the PBA.
3. It is the responsibility of the shift sergeant or officer in charge of the shift to authorize compensatory time off. Compensatory time off can only be approved when the shift sergeant or officer in charge is sure that sufficient officers are present to provide minimum shift coverage for the particular shift in question, given existing community policing needs as determined by the Chief of Police.

4. Officers shall provide at least 2 hours' notice to request compensatory time off.
5. The use of compensatory time shall not be denied solely because the use of said time causes the department overtime. 29 U.S.C. Section 7(o)(5) of the FLSA provides that "any employee of a public agency who has accrued compensatory time and requested use of this compensatory time, shall be permitted to use such time within a "reasonable period" after making the request. See also Howell Tp. P.E.R.C. No. 2017-31.

#### SECTION 6: FLEX TIME - DETECTIVES/INVESTIGATORS:

All detectives assigned to work a five (5) day work week (8) hours per day; 5 days on and 2 days off, Monday - Friday) shall be entitled to the following:

1. The on-call detective shall receive twelve (12) hours of flex time (as defined below) for each seven (7) day work period that they are assigned to be on call. Upon completion of the on-call work week, the respective detective will submit a time card to the Chief of Police indicating the hours earned for that period as well as the total hours accumulated.
2. Each detective shall be required to work 2,080 hours per calendar year, excluding any vacation, personal, administrative, compensatory and sick time taken.

As previously established, any detective scheduled to work less than 2,080 hours per calendar year shall be required to make up such said time in the same manner as the patrol division.

Conversely, any detective scheduled to work in excess of 2,080 hours shall be permitted to take said time as administrative leave in the same manner as the patrol division.

Flex time shall be earned, accrued, and utilized in the same manner as compensatory time with the exception that it is agreed that it must be utilized as time off and cannot be surrendered for cash payment.

## ARTICLE XI: VACATION

### SECTION 1:

Within the first year of service, an employee shall receive one (1) working day's vacation for each month of service from the date of his regular appointment, up to and including December 31<sup>st</sup> following such date of appointment.

### SECTION 2:

After the first year and up to and including five (5) years of employment, each employee shall have fourteen (14) working days vacation.

During the sixth year and up to and including ten (10) years of employment, each employee shall have sixteen (16) working days vacation.

### SECTION 3:

During the eleventh year and up to and including fifteen (15) years of employment, each employee shall have twenty one (21) working days vacation.

### SECTION 4:

During the sixteenth year and up to and including twenty (20) years of employment, each employee shall have twenty-four (24) working days vacation.

### SECTION 5:

Vacations may be taken throughout the year and may not be restricted to certain periods, regardless of manpower.

### SECTION 6:

During the twenty-first year and up to retirement, each employee shall have the option to convert up to six (6) sick days to vacation days, provided that the employee has the available sick time. This section shall take effect January 1, 2009.

## SECTION 7:

Any officer who has accumulated (87.5) sick days (700 sick hours) may convert six (6) of those sick days (48 hours) to vacation days. Vacation days used as a result of this conversion cannot create overtime. All conversion requests must be declared by January 15<sup>th</sup> of each year.

## ARTICLE XII: COLLEGE CREDIT

The following Degrees shall be in Police Science from an accredited college, and the following shall be awarded to each employee commencing January 1, 1985:

|                    |                    |
|--------------------|--------------------|
| Associate Degree   | \$ 800.00 per year |
| B. A. Degree       | 1,500.00 per year  |
| M.A. or Law Degree | 2,000.00 per year  |

For those with an Associates Degree in Police Science, the B.A. Degree can be in a related Liberal Arts subject such as Sociology, Psychology, Political Science, etc. All officers hired subsequent to January 1, 2012 will not be entitled to this benefit.

## ARTICLE XIII: REPRESENTATION FEE

### SECTION 1:

If an employee does not become a member of the Union during any membership year, (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as a majority representative.

## SECTION 2:

Prior to the beginning of each membership year, the Union will notify the employer in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% (eighty-five percent) of that amount.

## SECTION 3:

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the employer a list of those employees who have not become members of the Union for the then current membership year. The employer will deduct from the salaries of such employees, in accordance with Section 4 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

## SECTION 4:

The employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the employer; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

## SECTION 5:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same



as those used for the deduction and transmission of regular membership dues to the Union.

#### SECTION 6;

The Union will notify the employer, in writing, of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the employer received said notice.

#### SECTION 7:

The Union agrees to indemnify and hold the employer harmless against any liability which may arise by reason of any action taken by the employer in complying with the provisions of this Article, provided the employer gives the Union timely notice, in writing, of any claim, demand, suit or other form of liability arising out of the implementation of this Article. This indemnification shall include all legal costs.

### ARTICLE XIV: MEDICAL, DENTAL, LIFE, ETC. INSURANCE

#### SECTION 1:

The Borough of Freehold shall continue to provide employees and their dependents medical insurance and prescription coverage through the New Jersey State Health Benefits Plan, or a comparable insurance plan, including an approved Health Maintenance Organization. Employees who opt to have medical insurance coverage will be required to contribute the requisite amount as prescribed by New Jersey State Law, but in no event less than the following:

**Single Coverage**

| Salary Range     |      |
|------------------|------|
| Less than 20,000 | 4.5% |
| 20,000-24,999    | 5.5% |
| 25,000-29,999    | 7.5% |
| 30,000-34,999    | 10%  |
| 35,000-39,999    | 11%  |
| 40,000-44,999    | 12%  |
| 45,000-49,999    | 14%  |
| 50,000-54,999    | 20%  |
| 55,000-59,999    | 23%  |
| 60,000-64,999    | 27%  |
| 65,000-69,999    | 29%  |
| 70,000-74,999    | 32%  |
| 75,000-79,999    | 33%  |
| 80,000-94,999    | 34%  |
| 95,000 +         | 35%  |

**Family Coverage**

| Salary Range     |     |
|------------------|-----|
| Less than 25,000 | 3%  |
| 25,000-29,999    | 4%  |
| 30,000-34,999    | 5%  |
| 35,000-39,999    | 6%  |
| 40,000-44,999    | 7%  |
| 45,000-49,999    | 9%  |
| 50,000-54,999    | 12% |
| 55,000-59,999    | 14% |
| 60,000-64,999    | 17% |
| 65,000-69,999    | 19% |
| 70,000-74,999    | 22% |
| 75,000-79,999    | 23% |
| 80,000-84,999    | 24% |
| 85,000-89,999    | 26% |
| 90,000-94,999    | 28% |
| 95,000-99,999    | 29% |
| 100,000-109,999  | 32% |
| 110,000 +        | 35% |

**Member / Spouse or Parent Child**

|                  |      |
|------------------|------|
| Less than 25,000 | 3.5% |
| 25,000-29,999    | 4.5% |
| 30,000-34,999    | 6%   |
| 35,000-39,999    | 7%   |
| 40,000-44,999    | 8    |
| 45,000-49,999    | 10%  |
| 50,000-54,999    | 15%  |
| 55,000-59,999    | 17%  |
| 60,000-64,999    | 21%  |
| 65,000-69,999    | 23%  |
| 70,000-74,999    | 26%  |
| 75,000-79,999    | 27%  |
| 80,000-84,999    | 28%  |
| 85,000-99,999    | 30%  |
| 100,000 +        | 35%  |

**SECTION 2:**

Employees, while rendering aid to another community at the direction of their supervisor, shall be fully covered while rendering such mutual aid by Workmen's Compensation, liability, and life insurance and pension as provided by State law.

**SECTION 3:**

The Borough shall provide dental insurance coverage for employees and their families based upon a 70/30 plan with the Borough paying the full cost of the supercomposite premium.

**SECTION 4:**

Each employee shall be eligible to receive \$150.00 per year towards the purchase of eyeglasses for the employee. The \$150.00 will be paid upon presentation of a receipt indicating purchase of prescription eyeglasses for the employee.

**SECTION 5:**

The Borough shall maintain a false arrest and professional liability insurance policy.

**SECTION 6:**

The Borough shall participate in the New Jersey Unemployment and Disability Insurance Programs with members contributing to the program in the manner stipulated by State regulation.

**SECTION 7:**

Should the State revise Chapter 78 and the required contributions to healthcare, the parties agree to meet and discuss those changes. Any changes would only affect years 2020 and 2021 of this agreement.

**ARTICLE XV: SICK LEAVE**

**SECTION 1:**

Sick leave with pay shall be applicable only to permanent employees in the classified Civil Service of the Borough of Freehold as set forth hereinafter.

**SECTION 2:**

Within the first year of service, an employee shall receive one (1) working day of sick leave with pay for each month of service from the date of his regular appointment up to and including December 31 following such date of appointment.

**SECTION 3:**

After the first year of employment, each employee shall have fifteen (15) days of sick leave (120 hours) with pay for each calendar year thereafter.

**SECTION 4:**

Sick leave not taken shall accumulate to the employee's credit from year to year, and the employee shall be entitled to such accumulative sick leave with pay if and when needed.

#### SECTION 5:

When an employee retires, he shall be entitled to one-half (1/2) pay for accumulative sick leave in an amount not to exceed \$15,000.00. The retiring employee shall advise the Borough Clerk of the employee's intention to retire by November 1<sup>st</sup> of the year prior to the retirement so that sufficient funds can be incorporated into the Municipal Budget. For all officers hired subsequent to January 1, 2012, the accumulative sick leave benefit will be capped at \$7,500.00. For all officers hired subsequent to January 1, 2015, the accumulated sick leave benefit shall be capped at \$5,000.00. For all officers hired after March 1, 2018, the accumulated sick leave shall have no value.

#### ARTICLE XVII: DEATH LEAVE

Employees shall be granted four (4) days of paid leave for a death in an employee's immediate family. "Immediate family" means mother, father, step-mother, step-father, spouse, child, foster or stepchild, sister, brother, mother-in-law, father-in-law, grandmother or grandfather of the employee. It shall also include relatives of the employee residing in the employee's household. Common law spouses and legally established guardianship of children are included in the above definition.

Additionally, three (3) days shall be granted for aunts, uncles, nieces, nephews, and grandparents of the spouses. These three (3) days shall be charged against sick leave.

Employees shall be granted two (2) days of paid leave for the death of a step-sibling, upon presentation of sufficient proof.

#### ARTICLE XVII: PENSION PLAN

The Borough shall continue, for the lifetime of this Agreement, to pay the Borough's portion of the pension costs under the Police and Firemen's Retirement System of New Jersey in effect at the signing of this Agreement.

## ARTICLE XVIII: RETIREMENT HEALTH BENEFITS

The Borough shall continue to provide health insurance benefits to an employee who has 25 years of creditable service or as required by law, and who is receiving retirement benefits from the Police and Firemen's Retirement System in the same manner that the Borough provided to the employee while he/she was on active status.

## ARTICLE XIX: AUTOMOBILE USE

Employees who use their own car for travel authorized and scheduled by an appropriate Borough Supervisor shall receive mileage at the rate of fifteen cents (\$.15) per mile. The Borough shall pay necessary tolls and parking fees.

## ARTICLE XX: NO STRIKE, ETC.

### SECTION 1

It is understood that there shall be no strikes, sitdowns, slowdowns, work stoppage or limitation upon activity or production during the life of this Agreement; nor shall any officer, representative or official of the Association authorize, assist, take part in, or encourage any such strikes, sitdowns, concerted failure to report for duty, work stoppage, or limitation upon production against the Borough. If any employee, or group of employees, represented by the Association should violate the intent of this paragraph, the Association, through its proper officers, shall promptly notify the Borough and such employee or employees in writing of its disapproval of such violation.

### SECTION 2:

The Borough reserves the right to discipline or discharge any employee or employees who violate the provisions of this Article.

SECTION 3:

Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXI: UNIFORMS

SECTION 1:

New employees shall receive one complete set of uniforms at the expense of the Borough. Clothing allowance ceased to exist on December 31, 2003.

ARTICLE XXII: SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of Law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIII: WORK SCHEDULE

SECTION 1:

The work year shall be 2,080 hours per year per employee, including vacation, holidays, sick and personal days.

SECTION 2:

The work day shall consist of eight and one-half (8 ½) hours. Employees will work four (4) days and be off for two (2) days. Work shifts shall rotate:

|          |                        |
|----------|------------------------|
| Shift 1: | 7:00 a.m. - 3:30 p.m.  |
| Shift 2: | 3:00 p.m. - 11:30 p.m. |
| Shift 3: | 11:00 p.m. - 7:30 a.m. |

#### SECTION 3:

Whenever an employee's scheduled hours are less than 2,080 hrs. per year, the employee will be required to spend the hours between those actually scheduled and 2,080 hrs. in in-service training or any other work-related activity as approved by the Chief of Police or his designee.

#### SECTION 4:

Once assigned, shifts will not be changed by the employees without the approval of the Chief of Police or his designee. Employees requesting a change in shift must give a two-week notice to the Chief of Police or his designee.

#### SECTION 5:

Any officer performing off-duty law enforcement services (for outside contractors, etc.) shall continue to be deemed an employee of the Borough Police Department and is subject to departmental rules and regulations and the appropriate chain of command.

### ARTICLE XXIV: FULLY BARGAINED PROVISIONS

#### SECTION 1:

This Agreement represents and incorporates complete and final understanding and settlement by the parties of all bargainable issues which were or had been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



**SECTION 2:**

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing only executed by both parties.

**ARTICLE XXV: DELEGATES' RIGHTS**

**SECTION 1:**

The Borough shall excuse the PBA delegate time off to attend the New Jersey State PBA monthly meetings.

**SECTION 2:**

The Borough shall excuse the PBA delegate time off to attend the New Jersey State PBA convention.

**SECTION 3:**

If the PBA delegate is unable to attend these meetings due to illness, injury, required court appearance, or military service, the PBA President or his designee may attend, provided that four (4) hour notice is given to the Chief of Police.

**ARTICLE XXVI: VESTS**

Freehold Borough will provide from a choice of three to five vests from which to choose at time of vest renewal. All vests shall be rated, at a minimum, Level IIIA. Costs shall not exceed \$1,100.00 per vest.

## ARTICLE XVII: OUTSIDE EMPLOYMENT

1. Outside employment compensation for employees in this unit for "outside jobs" with Freehold Borough for contractors, business, special projects, etc. is administered through the Borough. Such outside employment, as per past practice, is exclusively offered to association employees prior to being made available to police employees from other New Jersey communities.
2. The past practice with regard to this outside employment shall be continued except that the rate of pay shall be the overtime rate of a Patrolman 2<sup>nd</sup> Class.
3. There shall be a special rate for all work completed for the Freehold Borough School District. Said rates shall be based on a fee schedule prepared by the school district and agreed to by Freehold Borough.

## ARTICLE XXVIII - DURATION OF AGREEMENT

This Agreement will be effective as of January 1, 2018 and will terminate on midnight on December 31, 2021. Proposals for a successor Agreement may not be submitted prior to September 1, 2021. Any provision of this Agreement may be changed, supplemented or altered, provided both parties mutually agree in writing.

IN WITNESS WHEREOF, the parties hereto set their hands and seals at the Borough of Freehold, County of Monmouth, State of New Jersey, on the date set forth beside each signature.

BOROUGH OF FREEHOLD:

Date: 5-18-18

By: J. Nolan Ryan  
MAYOR

Date: 5-18-18

Attest: Joseph B. Bellina  
JOSEPH B. BELLINA  
BUSINESS ADMINISTRATOR

Date: 5-18-18

Attest: Traci L. Dibeneditto  
TRACI L. DIBENEDETTO  
MUNICIPAL CLERK

FREEHOLD BOROUGH P.B.A. #159:

Date: 5-18-18

By: [Signature]  
Signature

Date: 5-18-18

Attest: [Signature]  
Signature

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Signature